93-629 (1)

Supreme Court, U.S.
FILED
AUG 30 1993
OFFICE OF THE CLERK

No. _____

In The

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1993

CLEMENT A.ST.HILAIRE
(Petitioner)

vs.

GRACE A.ST.HILAIRE
(Respondent)

PETITIONER FOR WRIT OF CERTIORARI

TO THE UNITED STATES COURT

OF APPEAL FOR THE

FIRST CIRCUIT

PETITIONER: PRO-SE

CLEMENT A.ST.HILAIRE
1133 CENTER STREET
P.O. BOX 3163
AUBURN, MAINE 04212
(207) 782-7771

11 pp

QUESTIONS PRESENTED

1. Whether depriving One's Personal Property Rights (of Rental Income) with Lack of Substantive Due Process of Law, and denied Cross-Examination of Witness, contrary to the Constitutional Law.

2. Whether "Evading Review" of actual Matters of contraversy in dispute or depriving Equity Capable of Repetation of a "Moot Issue".

3. Whether Justice is a Majesty reck lessly disregarding previous Courts orders, with a closed mind, and Prejudice, Suppressing the Evidence, that promotes fraud, is just in a Sanction of Contempt.

4. Whether a Demand of a Trial by Jury on the "Equity Rights with lack of Confrontation a violation of the Constitution.

5.Whether The Law Court has violated The First Amendment of Equal Property Rights in protection on a Post Divorce Judgment by"Evading Review" of a Pro-Se Rights or was it Prejudice.

6. Whether a Tenant held in Common may convey his Interest (Without Fraud) in a Post-Divorce Judgment (Decree) if within, Exercising the Statutory Rights of Descent", to his son and his "Issues".

TABLE OF CONTENTS

	Page
QUESTION PRESENTED	i.
TABLE OF CONTENTS.....	ii.
AFFIRMATION OF ACKNOWLEDGEMENT	xv.
STATEMENT OF THE CASE	2.
PROCEDURAL HISTORY	4.
ISSUES	14.
MOTION REQUESTING REVIEW	16.
ARGUMENT CITED CASE	22.
APPENDIXES	51.
LAW COURT JUNE 6 1993 Order	53.
SUPERIOR COURT-ORDER	55.
RELEASE CHECK TO MULLEN	56.
MORTGAGE TO SISTER	57.
ORIGINAL DIVORCE DECREE	59.
AMENDING DECREE 1986	67.
LAW COURT DECISION 1987	71.
QUITCLAIM DEED TO ISSUE	75.
LAW COURT DECISION 1988	77.
LAW COURT ORDER 3/26/1993	83.
LAW COURT ORDER 5/27/92	84.
LAW COURT ORDER 3/18/1993	85.

Continue Index	Page
LAW COURT APPEAL DATES DUE	86.
SUPERIOR COURT DENIED ORDER	88.
LAW COURT DISMISSED ORDER	89.
SUPERIOR DISMISSED ORDER PREJUDICE	90.
HEARING RECORDING MAY 5,1989	91.
CONTEMPT HEARING RECORDED FULL TRIAL DENIED	97.

TABLE OF AUTHORITIES I.

Cases	pages
Gill vs. Stalow 240 F.2d 669	16.
Smith Estate 93 A.2d 314	16.
Allen vs. Cole Realty Me. 325. A2d 19	16.
Blaydes vs. Blaydes 446 A2d 825	17.
Diversified Food Inc. vs. National Bank of Boston 605 A.2d Page 608 4/22/92	18.
Shaver vs. Parson Fred 322 S.W. 2d 690	19.
Lawson vs. Mcleod (1956) 152 Me. 67, 123 A2d 199	19.
Harry J.Smith v. Freemen L Kennard 496 A2d 660	19.
Berry vs. Berry 388 A2d 918	20.
Hall vs. Hall 462 A2d 1181	20.
Hellwig vs Hellwig 426 N.E. 2d 1087 ILL. 1981	20.
Iverson vs. Iverson p. 710. 87 S.D. 628, 631, 213 N.W, 2d 708	21.

TABLE OF AUTHORITIES II.

Cases	Pages
28 U.S. C. 2202, 2201 Act. Art III.	22.
414 U.S. 817 (1973)	22
Super Tire Engineering Co. vs. McCorkle 416 U.S. 115 94 SCT. 1694 40 Led 2d 1	23.
Coal & oil Co. 312 U.S. 270, 273 (1941)	23.
Socialist Labor Party vs. Gilligan 406 U.S. 583. 92 SCT. 1716.	23.
Roe vs, Wade Supra 410 U.S. 125 and 187	24.
Doe vs. Bolton 410 U.S. 179 (1973)	24.
65 Col L. Rev. 867 103 U.P.A. Rev.772	24.
United States vs. Alaska ss.Co. 253 U.S. 113,116	24.
Blaydes v. Blaydes 446 A.2d 825.	24.
Bowley vs. Bowley 440 A2d 332, 333,	25.

TABLE OF AUTHORITIES III

Cases	Pages
Randlett vs. Randlett Me. 401 A2d 1008,1010 (1979)	25.
Fidelity & Casualty Co. vs. Bodwell Granite Co, 102 Me. 148, 66 A.2d 314 (1906)	26.
Eastern Maine elec. Coop Inc. vs. Maine Yankee Atomic Power Me. 225 A2d 414, 417	26.
Herrick vs. Theberge Me. 474 A2d 870, 875, (1984)	27.
Yoder vs. County of Cumberland 278 A2d 379	28.
Moore's Federal Practice (2nd Ed 60.37	28.
Wright & Miller Federal Prac. Section 2868 Civil	28.
American Investors Managment 5/6 F.2d 29	29.
Magazimer vs. Magazimer 253 A. 2d 263 Cert 434 PA. 1.	29.
Haywood Ross vs. Leona (RI1986) 511 A 2d 987 No. 86 127 Md. 7/15/	30.
Drival vs. Drival 322 A2d 1.	30.

TABLE OF AUTHORITIES IV.

Cases	Pages
D. Dobbs Remedies 93,96,98, (1973) H Clark Law on Demestic 468, 69, (1968)	31.
Tutle vs. Palmur 392 A2d 574 (1978)	31.
Rules RSA 491 Rules 201 APP(Supp (1977)	31.
Ross vs.Ross 511 A2d 987	32.
Mill's vs. Howard 109 RI. 25 280 A.2d 101	32.
Sampson vs. Sampson 16 RI. 456 16 A 711 (1889)	32.
Caswell vs. Bathrick 54 Ri 30 169 A 321 (1933) 109 RI. at 28, 280 A2d 104.	32.
Corace v. Balint 418 P.A. 262, 276, 210 A2d 882	33.
Wright vs. Wright 398 A.2d 837 N.H. 2/28/1979)	33. 34.
Brown vs.Brown Vt. 435 A.2d 949	34.
BowleyJr. vs. Bowley 440 A.2d 332	35.

TABLE OF AUTHORITIES V.

Cases	Pages
Van Loon vs. Van Loon 315 A.2d 866	36.
St.Hilaire vs. St.Hilaire 543 A.2d 822 (1988)	37.
Goss vs. Lopez 419 U.S. 565	38.
Goodenow vs. Ewer 16 Cal 461 P 135 ,25,	38.
Farrell vs. Frost Inc Co. 73 FLA. 191.	38.
Howey vs Goings 74 S.O. 216 I ALR 25	39.
Barnett vs. Thomas 13 I LL. 95 36 Ind. App 521, 349 A 2d 655	39.
Wettlaufer vs. Ames 133 MIch 201 94 NW. 950	39.
Fenton v. Wendell 116 Mich. 45, 74 Nw.	39.
Beckham vs. Eggleston (Mo. App.) 341 SW. 2d 337	39.
Earley v. Friends 57 Va. 21.	39.
Preston 162, Tex at 383 84, 347 Sw. 2d 940,941	40.

TABLE OF AUTHORITIES VI.

Cases	Pages
Carey v. Forlivin 336 A.2d 587 32 Conn. Sup 7 Me. 1982	41.
Connor v. International Harvester Credit Corp. 447 A.2d 822	41.
Millken vs. Buswell 313 A.2d 111	41.
Twnsend v. Appel 446 A.2d 1132	41.
Cousins vs. G.H.Hooper Me. 1966) 224 A.2d 836	41.
Karen Pease v. Randy Pease Cv 92-41 June 9, 1992	42.
Baker v. Baker 444 A.2d 982, 985 Me. (1982)	42.
Hall vs. Hall 462 A.2d 1179 (Me.	42.
Richard Lawrence v. BarBara Lawrence Cv 91-561	42.
Most vs. Most (Me.1984) 477 A.2d 250	42.
Joseph Lopes vs B.Cowles Mallory No. 1130 Appeal 279 A.2d 450	43.

TABLE OF AUTHORITIES VII

Cases	Pages
Ballard vs. First National Bank 259 F.2d 683,684,	43.
State vs. Old Tavern Carm Me. 1935 133Me. 468	43.
Chipetta vs. Leblond 505 A.2d 783 (1986)	43.
Ocean National Bank of Kennebuckport vs. Diment 462 A.2d 35 , 39 Me. 1983	44.
Zirot v. Zirot P.A. Super 1962 177 A.2d 137 197 P.A. Super 124	44.
Pore vs.Pore 151 A.2d 650 P.A. Super 1935	44.
Zillert vs. Zillert 395 A.2d 1152	44.
Martel vs.Inhabitant of Town of Old Orchard Beach 404 A.2d 994	44.
Edward Scheetz vs. Madeline Hartman 572 A.2d 140 6/4/90	45.
Macdonald vs. Macdonald 532 A.2d 1046 1050, Me. 1987.	45.
Wallace v. Briggs 162 Tex. 485, 489, 348 SW. 2d 523, 528	40.

TABLE OF AUTHORITIES VIII.

LAW REVIEWS

Cases	Pages
2. Nelson Divorce 16.03 p392	17.
In Re Marriage of Lee 87 ILL. Dec. 7/9, 430 N.E. 2d 1030 (1981)	20.
Real Property Constitution Law VIII.	24.
Postman always Ring Twice L.REV. 65 Col L.Rev. 867 103 U. P.A. 722.	24.
Moore's Federal Practice 2nd Ed) Section 60.37	28.
Nova Law Journal 328 c: 1982 Urged Caution	38.
20 AM Jur. 2d Co-Tenant and Joint Ownership 40	39.
Texas Law Review Vol. 58 1307 1980) page 1316	39.
Texas Law Review Vol 58 1307 (1980) p. 1317	40.
Preston 162, Texas at 383 84, 347 SW. 2d at 940,941,	40.
UCC. 2-205 Promissory ESTOPPel el 18 U. Maine L. REV. 297	41.
Townsend v. Appel , 446 A.2d 1132 Law Rev 1966	41.
Powell on Rea Property 618 at 51-15 (1989) Me. 1979,	44.

CONSTITUTIONAL LAW ART.

	Pages
Article VI.	4.
Article VII	5.
Constitution PT. 1. Art 15	5.
19 M.R.S.A. 722 A	16.
M.R.S.A. Const. Art.1 &6 21ID.	20.
CONST Declaratory ACT. 28 U.S. 2202 2201 ART. III	22.
LAW VIII	22.
ART III-2	23.
REAL Property Constitutional Law VIII	24.
Constitution ART VII	27.
TREATED fairly Consti. PT. 1 Art 15	27.
Consti. PT.1 Art 15	30.
Fourteenth Amendment to U.S. CONSTITUTION A SECTION 6,A of Article 1 of the Maine Constitution 2 Law of Maine 1975 2324 Maine Human right 5M.R.S.A. 337 SUPP 1977	35.
19 M.R.S.A. 722 A.	42.
Equal Protection ARTICLE Vs & III	43.

AUTHORITIES STATE

	Pages
COURT RULES 55 c	15.
Court Rules 60 (b)	15.
Field Mckusick & Wroth	16.
Rule 37.1	
Field Mckusick Rule 60 (b)	17,
M.R.S.A. - 19 722 A.	42.

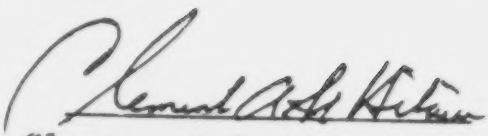
KEY NOTES

Divorce key 269 (1)	29.
Contempt Key 67	29.
722 A (1) Sex Discrimination Prohibit.	35.
Partition 59 A.Am Jur. 2d 225 Page 135	38.
Proceeds 54 SEE: Text Notes 38,39, Supra	40.

AFFIRMATION OF ACKNOWLEDGEMENT

I, CLEMENT A.ST.HILAIRE, as Personal Counsel, and Pro-se,Counsel of this Court, I, will conduct myself uprightly and according to Law, and that I, will support the Constitution of the United States.

Dated September 30,1993



Clement A.St.Hilaire
1133 Center Street
P.O. Box 3163
Auburn, Maine. 04212
Pro-se.

No.

IN THE
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1993

CLEMENT A.ST.HILAIRE
(Petitioner)

vs.

GRACE A. ST.HILAIRE
(Respondent)

PETITION FOR WRIT OF CERTIORARI

TO THE UNITED STATES COURT

OF APPEAL FOR THE

FIRST CIRCUIT

PETITIONER: PRO-SE

CLEMENT A.ST.HILAIRE
1133 CENTER STREET
P.O. BOX 3163
AUBURN, MAINE 04212
(207) 782-7771

STATEMENT OF THE CASE

The Following Alleged charge of contempt, was a mere result of lack of evidence, and a violation of Due Process of Law. The Law Court Docket # 92-391 of a Civil Action Docket # CV 81-152. The Appellant,Defendant,now Petitioner Clement A.St.Hilaire, vs. Grace A.St.Hilaire Appellee, Respondent.

The Couple were separated April 1981, and the Plaintiff filed for Divorce on August 1981 The Divorce decree was dated December 7, 1983, on grounds of irreconcilable marital differences.

The following statements in a brief, The Appellee's Counselor is Robert E. Mullen, Jr. Esq. of Linnel, Choate and Webber. The Petitioner, Clement A.St.Hilaire is as Pro-Se. The Following Statements of facts are precise to the best of my knowledge, and of my ability, to my remembrance, with copies attesting in appendix brief.

This Appeal was processed, as a results of the Court held on August 5, 1992, at Kennebec County Courthouse, and was a Procedural defective in Due process of Law. The defendant denied of a Full Hearing, of Confrontation, and ability to cross-examination, of the witness, denied bail process of Law, Court Justice was in Abuse of the System not allowing the facts of evidence and lack of opportunity to demonstrate and satesfied the Evidentiary Standard.

The Petitioner, argue that the record does not contain sufficientcy in evidence to have support the Superior Court findings of facts to be judged for contempt. Finally He argues that the enforcement order, entered was in violation of the Constitutional Rights to Procedural Due Process of Law . The Justice neglected to have reviewed the privous orders and all the evidence.

PROCEDURAL HISTORY

The Law Courts Decision of Moot, Denied as Pro-Se in defence of declaration of Personal Property interest rights, within the United States Constitutional Law under Article XIV citizen Rights not to be Adridged: Nor Shall any State Deprive any Person of or Property Rights,Without Due Process of Law, nor deny to any person within its jurisdiction, the Equal protection, of the Law, "Evading Review",

The Law Courts reply Decesion, this was a Concrete dispute presented still is Actual Matters of Contraversy existing in dispute, for "Want of subject Matter," of the Equity in Defendant interest in Personal property rights,"Capable of Repetation," Hardly Moot.

The Constitution of the United States Provision concerning Sanction under Article VI, of not being deprived full

hearing, with Witness against must be given the rights to cross-examination of those present. Under Article VII with requested Nor to be deprived of a Trial by Jury:

> In Suits at Common Law, where the Value in controversy shall not or exceed twenty dollars. the right of a trial by jury shall be.

The Presiding Justice had refused to allow, and was depriving the defendant of cross-examination of the Witness and a full Trial, and the true evidence of the facts were never presented. Sorely lacking in Due process of the Law, St.Hilaire had Suffered a gross injustice of his first in being cited for contempt, as a Coercing Measure to accommodate the Plaintiff in their Counsel Fees in the Demestic relations of a Post 13 year judgment on the property injustice of Equal distrobution was an abuse of the Law. The Constitution PT. 1 Art. 15 " Treated Fairly" in the

Due Process of a Full hearing.

The Plaintiff cause of action and argument was unsupported. Basic Matter presented before the Court by the Plaintiff Counsel relates to his repeatual filings of contempt. The Charges in question, bear in mind are matters of a Resjudicata action. " Clearly Sufficient on its Face," Was an uncontroverted matter on proceeeed material in point, and Adjudge prior in an Order. The Credible evidence, of the Justice Thomas Delahanty, of an agreed to divided the Rental by the Plaintiff, was a standing and reply of fraud, to conceal the income from the Property. The Equity afforded the petitioner, certain protection before being deprived, of his conduit income, of the property ownership rights, including Notice and an oppertunity, to respond to the Plaintiff Contractual, Post Decree Judgment Rights before Fraud.

The Plaintiff Presumptions, Lackes the Burden of Proof,The rational, of the credible evidence, of two of the divorce decree's wording, that Stated:(That if the Taxes, and Maintainence, and Counsel Fees, are not paid they will be deducted from the proceeds, of the Sale of the Property,) The Decree States (The Defendant shall be responsible for all repairs, maintenance, upkeep and payment for charges of utilities, heat and taxes. the Defendant shall not suffer waste to the said premises nor encumber the same in any maner without the expressed written consent of the defendant.)

The Forcefull order of The Exclusive Possession changed over from the Defendant to the Plaintiff after two years of no possible sale due to a Strike of a one mill town of 13months Strike, the Change of Possession was expressed the same responsibility as had the Defendant but had Lack the equality in the Equity Value

in the Responsibility to the new Part erner Plaintiff, The Court Ordered the Plaintiff in August 8,1986 the Exclusive Possession the principal residence half owned, (The Order Stated: Property is ordered sold in a commercially reasonable manner so as to bring the best possible price, in an immediate sale, Now, as far as brokers fees, taxes, upkeep, and so forth, those are your responsibilities and they are to be deducted from your share of the proceeds in the sale and if you haven't paid the attorney's fees by the time that the matter is sold, he can deduct the fees.) Grace had Stated in the Court The Property has gone downhill. I Mean definitaly its in need of a roof, its in need of a new furnace, its in need of paint. In this period of time it has Depreciated.) Yet credible evidence of 500.00 monthly rental collected sence August of 1986 to present date 39,000 plus,

the Frivolous charge of contempt of 12,000 bail in fee's, and loss of 13,000 in reduction in sales price of loss client at the expense of the Plaintiff Counsel of lack in ability to convey the cloud in title of a live in client over two years purchase price of 83,500, now reduced to a loss of 70,000 purchased price, on a land contract purchase contract by the Plaintiff Respondent. The Fraud of the Plaintiff was in order to collect the additional amonut of alimoney of 25.00 weekly untill it is sold.

The Courts neglected the true Merit of facts and evidence conceled That the decree States: (The alimony will be reduced by 25% if the Marital Property was sold) The Applied Test, of Evidence of the Plaintiff without being Cross-examination, denied the Defendant the Due Process of Law. The Hearing became a Hearsay Evidence . The Court Reporter remain the Merits and Facts.

(Copy is attached)

The Concealed Property rental income, Advised by Appellee Counsel of half owned property as personal income.

Court Hearing held on May 5, 1989, at Androscoggin County Court House. The Justice Presiding Honorable Thomas Delahanty III, States Page 27, of the

Court Reporter: The Court States:

> What are you doing with the 500.00 a month?

The Witness: I, am putting it in an account, I, haven't paid taxes on it I, haven't touched it other than the fact, because I, don't know if it belongs to me or belong to him or it belong to us. I, don't know So I, haven't even paid taxes on it. it just sitting there.

The Court: All right. To the extent that at such time as this property is sold, If there is a sum of money in this account, Let's call it an escrow account, are you willing or is it your intent that this money be divided as proceeds of the sale?

The Witness: Oh sure I, have no problem with that.

The Court All Right Thank You You May Proceed.

Escrow Account, Let's Call it are you Willing, or is it your intent, That this money be divided, as proceeds, of the Sale. The Original order changed in possesion if taxes, maintainence, and Counsel Fee's were not paid, they were deducted from the proceeds of the sale, from the escrow account, of the rental.

Contradictory to frivolous, the facts are evident,

(a) A rational Argument based on Credible Evidence, of the resulted Court Order's two of Public Notice, that was supported, as evidence in defense.

(b) The Allegation was a groundless, should not have survived, the Judge Failure, to have addressed all the genuine Merits. of the Divorce Decree History, that would have proven, "Fraud".

THe "Caprious" decision of contempt would not have taken place. Failure of a Full Trial and proper Due Process of The Law.

The Incaraceration, was a fruitless measure, of the Proper Question of Law. (b) Where cause, of action arises, out of the same subject matter, or transaction Litigated. The Doctrine of Res-Judicata, should now be Estopped, the Competent Jurisdiction, in the prior suit, between the same parties, Where that judgment, was never reversed. There-fore Characterized Matter, prior Adjudged is now present as proponent, of a rational argument, based on the Evidence of Court Orders, Supported as a claim of Law, in defense. The sufficient Complaint, under Appeal should survive, with the credible evidence, on grounds that Sustain the Appeal. Deceit Fraud, lies is a Motion of relief the Exclusive Possession with concealing the Rental in Silence Acquestion, had a Waiver of her rights by commen Law.
The Appeal was filed on August 31, 1992
The Appellee Plaintiff willfull failure

To Market and sell the Marital out right for Cash settlement of the Marital Residence, and chose to lease and rent at profit sence Dec. 10, 1986, a total of seven years.

Petition Complaint are in four Count's

Count 1.:Deceit by Misrepresentation.

Count 2.:Deceit by concealing the facts.

Count 3. Deceit by Silence with a duty to disclose.

Count 4: Placing the Defendant under Duress.

All Alleging Plaintiff of Fraud Misrepresentation and deceit the Defendant contends the cause of action has previously been adjudicated by the same parties, hence is and was barred, by the doctrine of ResJudicata. Defendant contends that Plaintiff relief regarding the disposition of property, lies is a Motion of Relief the Exclusive Possession with concealing the Rental in Silence Acquestion, had Waiver her rights by Commen Law.

ISSUES

I. Did the Trial Court Abuse its Discretion, in Caprious Sanction, of Incaraceration, of result in demanded by counselor for fees, without reviewing all court orders, to have allow a full trial hearing, to have the ends of Justice and allowed the Cross-examination of the Witness, At the August 5, 1992 Sanction Hearing.

II. Was the Appeal Filed, to set apart, equitable, deemed just, property, to each exspouse, within the material controversy, of matter previously, Res-Judicata, or the Appellee pursuant Fraud, with intent, of his Subsequent filing, of Motion of the Contempt, to conceal the Rental conduit income, of half ownership.

MOTION REQUESTING REVIEW QUESTION PRESENTED SUPREME JUDICIAL COURT OF APPEAL

MAINE LAW COURT result of Moot Failure to Review all of the Facts of Evidence.

1. Whether depriving One's Personal Property Rights (of Rental Income) with Lack of Substantive Due Process of Law, and denied Cross-Examination of Witness, contrary to the Constitutional Law.

The Inconsistancy of Standards, of an excuable neglect, warranting a change of court timing, done for Counsel every day while in court hearings, extention of time, lack of a Phone Call of the Clerk, assured as said, was excusable for the neglect, of a showing in Motion of Appearence of the Defendant, intent was over looked.

Argument: Rule 55 c A Default decision efferts of the justice to here the evidence, a default decision may be set aside under Rule 60 (b) of.

The Defendant in the instant case had filed as Motion, to review under this Rule of Court

Field McKusick and Wroth Civ.P. M.R.S.A.

Rule 37.1 Failure to attend: Court May reverse if it finds the sanction to have been too drastic Gill vs. Stalow 240 F 2d 669

93 A2d 314 RE: Smith Estate As This Case At Bar: Courts having jurisdiction of Partition suits may determine incidental matters concerning rights of Co-tenant, growing out of Property itself. The case at hand The Rental Income inquestion, The Plaintiff was in as escrow agent of the account.

Maine Statute of Property division.

19 M.R.S.A. 722 A. Equal division.

The case at Bar: As agreed rental dispursment in an escrow account.

"The Parties were misled Thereby" There was error in the case at Bar with Prejudice of self defence, See: Allen vs. Cole Realty Inc. Me. 325 A2d 19 Relief from a Valid Final Judgment.

In 2. Field McKusick & Wroth As Part

of a discussion of Rule 60 (b) it Stated

> While Rule 60 (b) in the next to the last sentence preserves the power of the courts to relieve a party of a judgment through an independent action, the occasion for its use will be granted showing circum-stance.

Page 72 .

See; Blaydes vs. Balydes 446 A2d 825.

> Holding in Contempt for Fail ure to pay Alimony Reversed Remedy is with derection to deny the Motion of Contempt.

Remedy is Particularly Harsh 2. Nelson

Divorce 16.03 P 392

" One cannot be Placed in Contempt for Failure to Read the Courts Minds I Bid."

The Case at Bar refusal to expand on Judgment of means and Implication beyond there Terms.

(a) If the taxes weren't paid at the Time of the Sale they will be subtracted from the Sale.

This was a Court Order:

(b) Plaintiff mutualy agreed in Court under Oath to place the

> Property half owned interest in an Escrow called account are to subtract the expenses and divide the proceeds at closing as Agent.(Holding Rental, Income.)

This was a Court Order.

Paramont Facts the case of Controversy goes on, Fraud Key 3

Escrow Rental Income SEE: Prima Facie Diversified Foods Inc. et al vs, First National Bank of Boston Mass. 605 A2d page 608 April 22, 1992

> To Prove Common Law Fraud, Plaintiff must Show that false representation of Material facts were made with knowledge of its falsily or reckless disregard of Whether its true or false for purpose of inducing another to act in reliance on it,and Plaintiff justifiably relied on representation as true and acted on it to his damages.

The Case at Bar: The Missing of a Cross-Examination, has failed to supply the true facts, Court has a Hear-say Testimony , supplied the alleged missing elements,

Elements of the Hypothesis, and followed the Procedure here, to fore an approved by this Court: Shaver v.Parsons Fred 322 S.W.2d 690. Lawson v. Mcleod (1956) 152 Me. 67 123 A2d 199

> Thus the Lawson Court Said: The Test for determining the sufficiency, of proof was whe ther, there were sufficient facts, establishing proof, of the damages with reasonable certainty. but this liberal attitude, necessitates. Harry J. Smith vs. Freeman L. Kennard 496 A2d 660.

Appellant raises the basic argument on the Appeal that the record does not contain sufficient evidence, to have support the Superior Court Judge's Findings of contempt. Finally in argument that the inforcement order entered, by the Courts violated St.Hilaire (Clement) Defendant, Petitioner,Rights to Procedural Due Process under his Constitutional Maine Law, Procedural Fair Hearing.

Clearly erroneous M.R.Civ. P. 76d.

"Substantive Due Process"requires that no person be deprived of property (Personal Funds) for arbitrary reasons. Legislation which is reasonably applied.

M.R.S.A. Const. Art. 1. & 6, 21.Id.

19 M.R.S.A. 722 a Divorce Decree was a Agreed by both parties as Court Public Notice, of which the Judges should have full awareness, when he insisted on his " Capias" Sanction at Plaintiff Demand, By her Counsel, Me. Example 388 A2d 918 Berry vs. Berry Rule 60 (b) Motion, Deficient in record.

Accord In Re Marriage of Lee, 87 ILL.Dec. 779, 430 N.E. 2d 1030 (1981) The Language of the Illinoise Divorce Court Statutes are nearly identical to its Maine Counterpart. Hall vs.Hall 462 A2d 1181 Page See: Hellwig vs.Hellwig 426 N.E.2d 1087 Illinoise 1981). The Wife was order Sole Possession of the House was ordered to pay Mortgage, Taxes, and Insurance,

While permitting husband to share Equally in net proceeds upon the sale. This is a parrellel case at hand of the same factors Iverson v. Iverson 87 S.D. 628, 631, 213 N.W. 2d 708, 710.

The Contractual Obligations, Rental income more then met the obligation. The Lack of payment for Personal Possession was Due, as half owner. Clearly Erronous unsupported Evidence, Under this condition were unenforceble through Contempt. Fourth Section of Nova Law Journal, The Alleged charge wasn't A Default of Alimony, But under Nova Law a Failure to Fulfill the Contractual Obligation in Question. Sence these proceding deal with the "Source-of Funds", Araises an Estoppal, of the Decreed language, of the Co- Tenant interest in half owner, of The Property in Exclusive Possession, of the Respondent, of Failure to having paid Rental, of the Exclusive Possession, and having Collected Rental under a Lease,

Having an Unjust Enrichment, of no Main-Tainance, no Taxes, or no upkeep or exp-enses, With intentional Fraud to suppress the Evidence of the Rental income profound-ly with profit under the advice of her Counselor.

2. Whether "Evading Review" of actual Matters of Contraversy in dispute or depriving Equity Capable of Repetation a "Moot Issue"

ARGUMENTS CITED CASES

" Evading an Appeal Review"
Constitution of Declaratory Judgment Act. 28 U.S. C. 2202, 2201, within meaning of ART. III, Controversy still exitts.
We granted Certiorari to the consider Mootness issue 414 U.S. 817 : 1973)
The Case at Bar Controversies where the direct effect of the parties developed an economic disadvantage of property rights of the defendants share, with Prejudice, Affirmed the Judgment of the Court of Appeals Real Property Constitutional Law VIII.

SEE: Super Tire Engineering Co.

Vs. McCorkle 416 U.S. 115 94 SCT.

1694 40 Led 2d 1.

> Unless the issue is a recurring one likely to be raised again between the parties actual controversy.

Retain sufficient interests to justify

relief, Art III-2

Controversy sustains.

Want of Subject Matter. Existing Parties

equal in share of subject half interest

as partnership, of Post Divorce Property

See: Maryland Casualty Co. vs. Pacific

Coal &Oil Co. 312 U.S. 270 273 (1941)

> Whether the facts alleged, under all the circumstances, show that there is a Substant ial controversy between Parties. Having advance Legal Interest The District Court had the duty to decide the appropri- atness and the merits of the Declaratory request. Interest sufficient to warr- ant the issue of a Declara- tory Judgment.

See: Socialist Labor Party vs. Gilligan

406 U.S. 583. Capable of Repetition

Yet " Evading Review". For Want of a

Subject Matters 92 SCT. 1716.

Yet We had no Difficulty in racting suggestions of Mootness.

410 U.S. 125 and 187 Roe v. Wade Supra and in Doe vs. Bolton. 410 U.S. 179 (1973)

The Judiciary must not close the Door to Resolutions of the important question there concrete dispute presented.

> The Judgment of the courts of Appeals is reversed and the case is remanded for further procedings on the merits of the Controversy, Its so Ordered.

A Limets on the Juducial Power.

The "Postman always Rings Twice"

65 Col L. Rev. 867 103 U. P.A. L. Rev.772

Not permitted to Forestall Decision Con-Troversal Matters.

See United States vs. Alaska ss. Co. 253 U.S. 113 -116

Real Property Constitutional Law VIII.

The Moot Law Court Results, of the case at bar " Finality" of a final Judgment with hast, of a justice depriving the rules of practice on Due Process of Law. See: Blaydes v. Blaydes 446 A2d 825.

3. Whether Justice is a Majesty recklessly disregarding previous Courts orders,with a closed mind, and Prejudice, Suppressing the Evidence,that promotes fraud, is just in a Sanction of Contempt.

The Old Theory of a Successful person, becomes successful over the years, by trying harder to achieve the goal no matter what it takes, or whom or how he lookes to others.

A Prudent Person does not Conceal Evidence of fact, with intent to acheive, a fiducary client relation, or with lack of his ability or concern, for success.

Bowley v. Bowley 440 A2d 332, 333,

> The power of the Divorce court to clarify the ambiguous Judgment that it had previously issued is undoubted.

See: Randlett vs. Randlett Me. 401 A2d 1008 1010 (1979)

EQUITY Resolves the issue Fairness in the Equal in Shares as half owner.

As in Partership to maintain a Status quo

See: Fidelity &Casualty Co. v. Bodwell Granite Co. 102 Me. 148, 66A314 (1906)

> And the issue being one of jurisdiction, the Law Court may examine it at any stage of the proceeding and upon its own initiative.

Eastern Maine Elec. Coop. Inc. v. Maine Yankee Atomic Power Co Me 225 A2d 414,417

Family Real Estate, as consequence of either agreement of the parties or adjudication. On remand both counsel and Court should bend every effert to bring this protracted litigation to an early conclusion.

Status quo pending negotiation or adjudication of equal division of the marital real estate. In view unacceptable delays cause by counsel delay of bitterly litigated property in question.

The Order on its Face Ambiguous in its Intent as the case at Bar Confussion of Contempt Order of Duress cause prolong attempt to continue unresolved indifferences un amicably Remaining unjust for enrichment of one party.

4. Whether a Demand of a Trial by Jury on the"Equity Rights"with lack of Confrontation a violation of the Constitution.

Article VII With requested Nor to be Deprived of a Trial by Jury

> In Suits at Common Law. Where the Value in controversy shall not or exceed twenty dollars, the right of a trial by jury shall be.

The Presiding Justice had refused to have allowed, and deprived the defendant of cross-examination of Witness. The Coercing Measure to accommodata the Plaintiff in their Counsel Fees. in a sharply contested by substantial evidence, Demestic relations disputed for over 13 years on property injustice of equal distrobution, has been an abuse of the Law. Constitution PT. 1. Art.15 Treated Fairly" and Jury could have helped the settleing of the Equity. Herrick vs. Theberge 474 A2d 870 875, (Me.1984).

> Lack of procedural history and failing to exhaust the rights of the Divorce Decree in its entirety.

Yoder vs. County of Cumberland 278 A2d 379

> Summary process was denied as to a full hearing, and was not issued, by the order the judge failed to allowed bail Process of Law.

The case at bar was of the same cause of His Action in abuse neglected Court Prior orders, of merit of facts. SEE: 7 Moore's Moore's Federal Practice (2nd Ed) Section 60.37 Wright & Miller Federal Practice Section 2868 Civil.

> Procedurally the Independent action would take the form prescribed by the Rules for "Civil Action" Substantively it would rest on principals deriving from the Law of Equity'

The Act of conspriracy of the source of income Rental sence Aug 1986 to present date at 500.00 a month total to over 39,000 at a net with no expenses paid. " Prima Facie Evidence" was the Court own Reporter copy of evidence, The Appellant

Half interest in property rights

The Agreement a subsequent proceeding before said Majustrate expressly fortified in court order.

> The Courts vague findings cannot substitute for evidence and specific language.

American Investors Managment 576 F2d 29

> (1978) The Court shall retain jurisdiction of this action solely for the purpose of enforcing the undertaking's contained in the stiprilation and agreement authorized the court to award damages for breach of the expressed in contract of property rental.

See: Magazimer vs. Magazimer

253 A2d 263 Cert 434 PA. 1.

Divorce Key 269 (1).

5.Whether The Law Court has-violated The First Amendment of Equal Property Rights in protection on a Post Divorce Judgment by "Evading Review of a Pro-Se Rights or Was it Prejudice.

Contempt 67 Case Moot

Violation of the Husband rights St.Hilaire case is paralelle He contends the case is not moot, because he has been

Unjustly arrested, as a results of which were "sorely lacking in Due Process" and St.Hilaire "Suffered a gross injustice in being cited for contempt." As a results of this unjust and highly improper contempt order. St Hilaire " Was arrested booked with no bail amount, fingerprinted, and placed in a cell until full amount to the plaintiff demands unjustfied by her counselor was secured. " The Courts Failure in Scruitiny of it decision.

See: Haywood Ross vs. Leona Ross (RI1986) 511 A2d 987 No. 86 127 MD. 7-15-1986)

Ability or inability to pay thus finding of contempt was erroneous, and order direct former husband to purge himself of that finding of contempt was invalid.

See: Drival vs. Drival 322 A2d 1.

Civil Contempt term "Offense" refer to public not Private Wrong.

Constitution P.T.1. Art 15. Due process " Treated Fairly" The Case at Bar coercing method into compliance,

Choice of either performing a requisite act or paying the penalty. "Effect the Defendant carries" "The Key's of his prison in his own pocket". Punitive rather than remedial in nature. D DOBBS, REMEDIES 93,96,98, (1973) H Clark Law on Demestic Relation 468, 69, (1968) See: Tutle v. Palmur 392 A2d 574 (1978) Intro duction of Rules RSA 491 Rule 201 APP (Supp 1977) Petition for Certiorari granted. order quashed paper remanded. Contempt Key 24 inability to proform in accordance with order of payment of the money is excused, justication will prevent holding. St.Hilaire on March 1,1992 had been suspended of his insurance licence and was in abridged case of employee relation case with the Maine Real Estate BOard, of both Regulation had caused an inability of providing a source of any income, to pay (St.Hilaire) with no licenses to earn income.

This all had taken place prior to any Court hearing of contempt It was declared in court and refussed to comprehend the issue by the justice presiding. as in See: Ross v. Ross 511 A2d 987, Non willful" Contempt to order purge himself 14,836.77 Conveying property. At Bar St.Hilaire with no License and of age discremination of 54, with no employment was force to Mortgage a business building to accurer 11,211,10 from his Sister and Brother inlaw Collett Arsenault as a source to purge payment of a release of the incarceration. the Arrear age counsel fee's never proven.

Mill's v. Howard 109 RI. 25 280 A2d 101 A husband could not be incarcerated for failure to comply with monetary. with in ability to pay. Fourteenth Amendment the Court observed See; Sampson v. Sampson 16 RI. 456 16 A 711 (1889) Caswell vs. Bathrick 54 RI. 30 169 A 321 (1933) 109 RI. at 28, 280 A2d at 104.

St.Hilaire was entitled Evidentiary hearing.

Article V deprived of property with out Due Process of Law nor shall private property be taken In Corace v. Balint 418 P.A. 262, 276, 210 A2d 882 The Court Stated : A Court of first instance cannot further proceed with a cause after it has been served with a writ of certiorari. issue by the Appellate Court. As the Case at Bar is a Paralellel to Wright v. Wright 398 A2d 837 NH. (2-28-1979) Wife was insistence on Post Judgment hearing was frivolous and unreasonable and master was justified in refusing to proceed,Husband was entittled to counsel fees for wife violation. This is a clear results of the nature of the case at bar. The Case had taken place in 1983 Dec.8,The Decree Reads the appellant was to sell the marital property home within two years. The results was caused by a one mill town strick of over 13 months. The Property not haven been sold. there

fore unjust the Defendant was charged with contempt of court. The Transferr of sale to the Exwife half owner as Exclusive Poss ession at no rental, and The property was to be sold in an Immediate sale as of Aug. 8,1986, The transferr was unjust the Maintainence was to be paid by the Defendant, She Exwife chose to rent and collect the rental and at a net profit plus collecting the additional Alimony of 25.00 weekly up untill the property was sold.This created a Windfall in income, and net Free, plus the additional Alimony. Frivolous unreasonable and unjustified with failure to comply with the Direct Court to the Plaintiff to sell, had fell on deft ears as in SEE: Wright v. Wright 398 A2d 837, St. Hilaire decree of an abridged Alimony of 25.00 This case has gone on with controversy, and hadly Moot, by the legal issue of a monatary Econmic injustice.

See: Brown v. Brown Vt. 435 A2d 949

Wife failing to liquidate the property, abuse of discretion.

Bowley Jr. v. Alta Bowley 440 A2d 332

Just" rather than an equal division.

722A (1) Prohibit Sex Discrimination

Fourteenth Amendment to United States

Constitution a Section 6 A of Article

1 of the Maine Constitution 2 Laws of

Maine 1975- 2324 Maine human rights Act.

5 M.R.S.A. 337. Supp (1977) 1978)

The Case at bar failure to attempt to sell on Plaintiff rebound of charges of contempt.

This attacts the basis of Reasoning and fairness certainly indication of her counselor discretion of lack of action to yet a loss of a contract sale of an 83,500, with lack of knowledge in transferr rights, a two year contract with no results but loss of sale, latter with 3 months pass sign with spouse a purchase agreement for 70,000 with ability to transferr the property on a land contract. Then files a Contempt charge a method of forcing the Defendant in a coercing matter to pay all counsel fees.

Highly injust for fee's for service yet to be rendered,unreasonable descretionary Remedies to further determine what action Trial Court the Above Case: as in the instant case "The Pie Cut down the Middle" as a Division of the equities to all of the marriage property. How does one party in contempt after two years of one mill town strick justified now after 7 and half years of the Plaintiff Court order of Immediate sale of The Real Estate jion as Justifie- erroneous objection even attempt to Charge of the Defendant of Contempt, but Fraud. or the reduction in sale by letting the property go for 13,000 less 3 months latter in botch of their sale originaly.

See: Van Loon vs. Vanloon 315 A2d 866 Remanded Reversed order Personal Property sold likewise, the monies received from the sale, less any cost of sale shall be divided between the parties hereto Neither party to recover their cost in all Courts Expenses.

6.Whether a tenant held in Common may convey his interest (with out Fraud) in a Post Divorce Judgment (decree) if within, Exercising the Statutory Rights of Descent" to his son and his Issue".

In Review of Cause of the Alleged charge of Clement A.St.Hilaire vs. Grace St.Hilaire Me. 1988 543 A2d p822 Atlantic Reporter error in print the Alleged accused of fraudulent transferr, to the son & Brother is False the Point of Clearification the appellant St.Hilaire had Transferred His Personal Half owned interest to His Son and other son under age and Daughter married in Care of Mother at that Time in Life, Mother was to hold in trust for immediate family estate, were daughter had changed to her married name. This attempt was to clearly protect the immediate family of respect from majistrate would see the unbalance in Economic of Liability expenses. (No cash had been transferred).

This was mis Read by the Courts, The Atlantic Reporter and Falsely Published.
All in Frivoleous and unreasonable in Mot ion and compliance with the representation of the Plaintiff Counselor Violation to the Abuse of the System to achieve his task. Counsel Fee's.and Contempt Charges on his Plaintiff Fraud.

Review of Cited Cases

Arguments: Law of Inconsistentency on the Property Interest Rights Cited: Goss vs. Lopez 419 U.S. 565, Protected by Due Process of the Law.as in the Case at Bar, Nova Law Journal 328 6: 1982 Urged Caution of Proceedings were improper for Failure to fulfill the Contractual Obligation on Property Settlement.

Partition 59 A.Am Jur. 2d 225 Page 135 Rents and Profits The case at Bar Co-tenant In Possession to account for rents and profits, received, by her from tenants, on the premises. Page:135, 25 Goodenow v. Ewer 16 Cal 461 Farrell v. Frost Inc. Co. 73 Fla 191,

74 S.O. 216, 1 Alr 25: Howey v. Goings. 13 ILL. 95 Barnett v. Thomas, 36 Ind. App. 521, 349 A2d 655 Wettlaufer v. Ames, 133 Mich.201, 94 NW. 950 : Fenton v. Wendell, 116 Mich. 45,74 Nw. 384: Beckham v. Eggleston) (Mo. App.) 341 SW. 2d 337: Early v. Friends, 57 Va. 21. As to the Liability, of Co-tenant for rents and profits, and their duty, as to contribution, see:

20 AM JUR.2d Co-Tenantcy and Joint Ownership 40. The Division of Property is an Arm's-lenth transaction, rationable, to the order by the Court (1) the Sale of specific property, and division of the proceeds: Texas Law Review Vol. 58: 1307 1980) page 1316.

A proceeds from sale of property. and division. of Property Income, as to the Ownership Creates No Debts.

The Supreme Court of the United States, recognized in Preston; which concerned a Sale of the Property Division.

Proceeds, 54 See: Text Notes 38,39 Supra. Unique nature, The Obligation: Preston 162, Tex at 383 84, 347 SW. 2d at 940,941 The Court Order Placed Grace St.Hilaire As a Trustee May 5, 1989 Hearing Thomas Delanhanty Justice Order in Court, had elected Grace as in Trust with agreement to hold rental in escrow, for the Sale of the Property in her Exclusive Possession Future equity Benefits The Trustee has in her Possession As Obligor receives the the belong's to the obligee, therefore, he has a duty, to pay that is related to the usual obligation, of a debtor.

Texas Law Review Vol 58 1307 (1980) p.1317 (c) Creditors. This reasoning applies with equal force to an obligation to pay Attorney's Fees 65. Wallace vs. Briggs 162 Tex. 485, 489, 348 SW. 2D 523, 528, (1961) Justiciable Controversy" Substancial specific character as distinguished from judgment merely advising what is Law.'If certain events should occur. See. Over

See: Carey v. Forlivin 336 A2d 587
32 Conn. Sup 7. Me 1982
Justiciable Controversy " Real in the
Substants, Connors v. International
Harvester Credit Corp. 447 A2d 822
The Facts That the Case at Bar of the
Concealing his title, Silence When the
Circumstances would have impelled an
honest man to speak or that there was
a misleading active conduct, encourage
or intervention, Milliken v. Buswell
313 A2d 111 Party seeking to assert the
equitable estcppel, bear burden of est-
ablishing facts necessary to support of
doctrine Townsend v. Appel 446 A2d 1132
Law Rev. 1966 Construction Bidding Firm
offer UCC. 2-205 and Promissory Estopp-
el 18 U.Maine L. Rev. 297
The case at bar of Inconsistent with ot-
her Cited opinions, as parallel with
See: Cousins v. G.H.Hooper Me. 1966)224
A2d 836.Justice Adjudged by Default"
The Plaintiff Counselor had rendered a

A Concealments of Facts in order, of the Recording. Post Judgment Motion of Contempt Incability (like the case at hand) Appeal Sustained: Karen Pease v. Randy Pease Cv 92-41 June 9, 1992

Contested Matters of relief generally provided after an evidentiary hearing ought not to be decided by Default. Declaratory Motion was never answered, by the Court Baker v. Baker 444 A2d 982,985 Me. (1982) 19 M.R.S.A. 722 A (1) the Responsibility is nondiscretionary, Post Judgment Law Court has extracted the"Source of funds" Rule See: Hall v. Hall 462 A2d 1179 (Me. 1983) Richard Lawrence v. Barbara Lawrence Cv. 91-561

Divorce decree relating to property division, will not be disturded, on appeal unless the divorce Court has Misapplied the Law or abuse its Discretion. Most v. Most 477 A2d 250 (Me. 1984) in concept correspondent to Partnership. The Doctrine of Resjudicate does not

depend upon whether, or not the prior judgment was right It rest upon the Finality of the Judgment At Bar the order was agreed in Court as Open Notice under Oath by the Plaintiff.
See. Joseph Lopes vs. B. Cowles Mallory No. 1130 appeal 279 A 2d 450.
The Contract Obligation as See: Ballard vs. First National Bank 259 F2d 683 , 684 Incarceration is and was a Material Contract Controversy points of issue of Infinality, of a Judgment Amended, with Change mistakenly justified to the proper ends of Justice. Article III The Equal protection of the Law Personal rights and a deprivation, within the Constitution Vs In. See: State vs. Old Tavern Carms 1935 133 Me. 468. The Appellant contends that it had both a property interest and a right of possession, in the money paid to the Plaintiff During this Period. See: Chipetta vs. Leblond 505 A2d 783.

(Me. 1986) Therefore The Petitioner has asserts, it is entitled to a Judgment as a Matter of Law.Because of the elements, of Mistake of Law, or Facts is no Defense. Ocean National Bank of Kennebuckport vs. Diment 462 A2d 35, 39 Me. 1983).

The case at bar was with lack of Testimoney unsupported SEE: Zirot v. Zirot P.A. Super 1962 177 A2d 137 197 P.A. Super 124 Pore vs. Pore 151 A2d 650 P.A. Super 1935 Zillert vs. Zillert 395 A2d 1152 The Task, of the Trial Court, is to view the real and Personal property, of the parties, as a whole and to make a just and equitable distribution, 19 M.R. S. A 722 A (1) 1981

See; Powell on Real Property 618 at 51-15 (1989) Me. 1979 A Judgment becomes final when it disposes of the action and leaves no futher question for future consideration, of the Court. Martel vs. Inhabitant of Town of Old Orchard Beach 404 A2d 994. Doctrine of Res-Judicata bars this Suit.)

The case at Bar the Justice made the Court order in open Court. The Test was The Petitioner Motion filed prior. The Concealment of the Rental, lack of proper Trial, Hearsay Testimoney There were no Convincing or form of contradicted Testimoney, therefore has lack the test of sufficiency. Reversed ordered on Counsel Fees as the instant case SEE: Edward Scheetz vs. Madeline Hartman 572 A2d 140 June 4,1990 The sole occupancy the Plaintiff never paid the Defendant a Fair Rental for the Exclusive Possession.
Abuse its discretion in its Alimony and Attorney Fee's orders. Plaintiff Failed to Improve, contribute any Value in the subsequent that was attributable to Post Judgment, to have "Inherent value of the property and economic factors affecting it Macdonald vs. Macdonald 532 A2d 1046, 1050, Me. 1987.

Clement A. St. Helen

September 30, 1993 Dated in Auburn, Me.

SUMMARY CONCLUSION

The Statute of Limmitation Sanction of Two years. The Exclusive Possession of the Petitioner to the Respondent Grace St. Hilaire August 8,1986 has farr exceeded, the two year imposed judgment. The order an Immediate sale in 1986.Now being Sept 30, 1993. over 7½ years of deficiance, of the Judgment. The Petitioner half owned property interest, denied of his Constitutional rights,of the rental income,of personal property. Concealment of Fraud. The Plaintiff Exclusive Possession,"has ousted" the Defendant of his Assets,in the property. The sanction imposed on the Defendant rental of 200.00 monthly, was not conducted,in the Exclusive possession change. The Constant frivilous accused Charges, have layed cause,improper finality,in the hole matter, The Court Abuse of Discreation, eith lack of fore-sight in the previous order and Decree, has layed an endless "Finite" in the Matter of Measure

The Respondent Counsel abuse of the system, as an excuse to condon Fraud on his behalf for his fee's. The resultes to action of Contempt.

TEST Applying to the Rules:

(1) Infinality of a Judgment, open cause, for a needed defense.

(2) As Defendant- can-not cause the action of Habeas-Corpus of Legal action in need of defense,

(3) A Justice, in need to Review a Decree, lay cause,of indefinate justice.

(4) If Fraud exist, a disclosure is needed, for a defense.

(5) If Authority are address, have caused a Rebuttal, in needed of defense.

To enforce the Extreme's of Justice, A "Clear erronous" Mistake had been made, Clear enough, to have caused a Haggel, in the Demand for Justice, of the Decree in lack of Finality.

The Contempt action, for the Attorney Fee's, was an abuse of descreation,

of the Incarceration, that caused an Encumber, of the Defendant, in having to purcure, A Mortgage Loan of 11,200. Doll ars needed, that was Record, Public Notice in the County Seat, needed for a Release of Contempt. The results was an Encumber. The decree Stated in Manner of Expressed Without the expressed consent, of the Defendant can-not Encumber Parties.

The lack of the Plaintiff upkeep in the property, it was left to deteriorate in Value. The Decrease Appraised Value, is the evidence of effect, of over 7½years of the Plaintiff Possession. Real Estate Appriciate constantly. The "Source-of Funds' in an escrow account,as Trustee, laid a grounds of concealment.The Entrusted escr-ow as resulted the Counsel Fraud. The pay ment made for release of Incarceration, was an excess of over payment, in their accounting. The Divorce Decree was a Spe-cificness in Contract in the Stated amount 25.00 paid weekly Alimoney, Until sold.

The specific of the Contract Language, that has farr exceeded, "Due on Cause"in contract under the Statutes of Limmitation, in Subsequent years, of Failure, of appellee, of her defiant, of the Court order, of an Immediate Sale. The Rental has caused a " Source of Funds"entrusted, in escrow, with intent to conceal, purpose of an enrichment of unjust funds, over paid, to the Respondent, in form's of Alimony.

September 30,1993

CLEMENT A.ST.HILAIRE
1133 Center St.
P.O. Box 3163
Auburn, Maine 04212

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. OXF.92-391

CLEMENT A.ST.HILAIRE

vs. ORDER

GRACE A,ST.HILAIRE

MEMORANDUM OF DECISION

Submitted on Brief June 3, 1993
Decided July 1,1993.

Defendant Clement A.St.Hilaire appeals from an order of the Superior Court(Oxford County, Alexander, Jr.) arising from his failure to pay money owed to Plaintiff Grace St.Hilaire, his former wife, pursuant to a divorce judgment, subsequently amended. The order committed St.Hilaire to the Oxford County Jail until payment was made and ordered him to pay $600. toward Grace's attorney Fee's. Contrary to St.Hilaire's contentions, We discern no clear error or abuse of discretion in the Court's order. Moreover, because St.Hilaire has paid the amount due under the order, his objection

to that part of the order mandating his incarceration is moot. International Paper Co. v. United Paperworkers Int'l Union, 551 A2d 1356, 1361 (Me. 1988)

The Entry is: Judgment Affirmed.

Before Wathen, C.J. and Roberts, Glassman, Clifford, Collins, Rudman, Dana J.J.

Counsel Grace

Robert E.Mullen, Esq.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO. CV 81-152

GRACE A. ST. HILAIRE
Plaintiff

vs. ORDERED

CLEMENT A. ST. HILAIRE
Dated Aug 7, 1992

Based on the Judgment stated on the record, defendant is in contempt for failure to pay $ 11,119.11.

ordered

1. Defendant is committed to the Oxford County Jail, and he may be released upon payment of the $11,119.11 to Plaintiff payment to be made through plaintiff's counsel.

2. Plaintiff is awarded an additional $ 600.00 toward attorney's fees associated fees associated with litigating this matter after March 26, 1991.

Dated: August 5, 1992,

Donald G. Alexander
Justice Superior Court.

CHECH MADE TO LINNELL, CHOATE, &WEBBER

Attorneys at Law.
83 Pleasant St
Auburn, Maine

FLEET BANK Dated 8-6-92

PAY TO THE ORDER

LINNELL CHOATE & WEBBER

AMOUNT 11,119.11

Clement A.St.Hilaire

8/6/92

Received of Tim o/b/o Clement A.St.Hilaire

Eleven Thousand one hundred nineteen dollars

For SEE order of 8/5/92 Justice Alexander

AMT. 11,119.11

ROBERT E.Mullen.

STATUTORY SHORT FORM MORTGAGE
DEED.

THAT I, CLEMENT A.ST.HILAIRE
of Rumford,Maine ,Oxford, County,Maine
being unmarried, for consideration paid,
grant to Raymond J.Collette Arsenault
of Rumford, Maine, Oxford County, Maine
Whose Mailing adress is: Holyoke St.
Rumford, Maine 04276.
With Mortgage Covenants, to secure the
payment of Eleven Thousand .oo/oo dollars
in 12 Months years with 10.% Interest
percent interest per annum.
payable in 1,000 Monthly installments,
as provided in this note of even date,
The Land in Rumford. Maine Oxford, Maine.
scription and encumbrances;
DEED BOOK 477 Pages 353 and 354
deed Dated November 16, 1978 Book 1014
Page 70 Being the Same premises conveyed
to the within Grantor by Warranty Deed
From Davis Florist Inc. To Be Recored.
Also hereby Conveying all rights,ease
ments,

Privileges, and appurtenances belonging to the premises hereinabove described: This Mortgage is upon the Statutory Condition, for any Breach of which the Mortgagee shall have the Remedies provided by LawIncluding without Limitation, foreclosure under any legal method existing at this time this Mortgage becomes in Default.

Clement A.St.Hilaire Single of said Grantor, join as grantor and releases all rights by descent and all other rights.

WITNESS his Hand and Seal this 7th day of August 1992.

Shannon R. Field

Clement A.St.Hilaire

Lorraine Y. Bard.
Notary Public.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO.CV-81-152

GRACE A.ST.HILAIRE
PLAINTIFF

vs. DIVORCE JUDGMENT

CLEMENT A.ST.HILAIRE
Defendant

Dated Dec.8,1983.

After Notice to the parties, this matter came on for hearing before this Court on November 7, 1983. Plaintiff and Defendant appeared in person and through counsel, testified and presented evidence on their own behalves.

Pursuant to the testimony and evidence offered by the parties and received into evidence, it is Ordered, Adjudged and Decreed as follows:

1. That a divorce is granted to the parties on the complaint and the counterclaim on the grounds of Irreconcilable Marital Differences.

2. That the care and custody of the parties minor child, Scott, age 15, d.O.B.

October23, 1968, is awarded to Plaintiff.

3. The Defendant is granted the right to visit and be visited by the Parties'minor child at all reasonable and proper times.

Page 2.

4. The Defendant is ordered to be responsible for all medical, surgical, orthopedic, hospital,optical,dental, orthodontic,pharmaceutical and mental health expenses reasonably and necessarily incurred for and on behalf of the parties' said minor child.

5. The Defendant is ordered to pay to Plaintiff the Sum of Fifty andoo/100 Dollars (50.00) per week for and on behalf of the parties' said minor child, effective immediately, the first payment to be made on or before December 10,1983.

In setting the amount of support for said child, the court has considered fully the child's present physical condition which requires his wearing of a back brace and its effects on his personal needs and activities as well as the Defendant's Ability to pay support in this Amount.

Continued Dec.8,1983 Decree

6. The Defendant is ordered to pay to the Plaintiff the Sum of One Hundred and oo/100 Dollars ($100.00) perweek as Alimony, effective immediately, first payment to be made on or before December 10, 1983. It is further ordered that upon the Sale of the Parties' principal residence or disposition of the Insurance Company, whichever occurs first, in accordance with the Court's Order as noted below, said Alimony payments shall be decreased by one quarter (25%), and at such time as the Defendant shall have complied with the terms of this Order concerning both the Insurance agency and the sale of the parties principal residence and have paid out the proceeds thereof as noted below, said Alimony payments shall be Decreased by another Quarter (25%) of the Original Amount. Further, said Alimony Payments shall be decreased by another Quarter (25%) of the original amount at the

Expiration of 5 years from the date of this order and that all Alimony payments shall cease at the expiration of 10 years from the date of this order.

7. The Court sets aside and award to each of the parties the marital personal property which each party had within their exclusive possession, custody and control on the date of the hearing November 7,1983, except as noted below.

A. Each party is awarded any and all bank accounts of whatever nature and description and the proceeds therein which were in their individual names as of November 7, 1983 To the extent that there were in existence any Joint Bank accounts of any type or description or other similar type accounts standing in the names of both of the parties, they are to be divided equally between them.

B. The Defendant shall pay to Plaintiff the Sum of 600.00 and Plaintiff shall convey to Defendant her interest in the

Parties' "Camping Trailer."

C. The Defendant shall pay to Plaintiff the Sum of Two thousand and 00/100 Dollars ($2,000.00) and Plaintiff shall Convey to Defendant her interest in the Parties' "Camp" located on Leased Land at Garland Pond.

D. The Defendant is awarded the 1984 Buick automobile currently in his Possession.

E. The Plaintiff is awarded the 1981 Buick automobile currently in her Possession.

F. Any Stocks and Bonds or similar items owned by the parties not otherwise disposed of in this judgment shall be divided equally between them.

G. Each party is to be responsible for any indebtedness incurred or existing on personal property awarded to that person.

8. The Principal residence owned by the parties and all real estate adjacent to and associated with said residence pro-

Perty is ordered sold in a commercially reasonable manner so as to bring the best possible price. The Defendant is to be primarily responsible for the carrying out of this sale which must be conducted with in 2years of the date of this order. After payment of any taxes, cost or fees, exclusive of any broker's fee, which fee shall be paid from Defendant's share of the proceeds, the net proceeds of said sale are to be divided equally between the parties however, provided that the minimun payment which shall be made to Plaintiff from the sale of said house is twenty four thousand dollars, ($24,000) the Defendant is to have Exclusive right to possession and use of the premises pending sale of the property. Futher, the Defendant shall be responsible for all repairs, maintenance, upkeep,and payment for charges of utilities, heat and taxes. The Defendant shall not suffer waste to said premises nor encumber the same in any manner without the expressed written

consent of the Defendant.

9. The Court finds that the fair market value of the insurance agency jointly owned by the parties is Forty-three thousand, seven hundred and Fifty and 00/100 Dollars (43,750.00) including real estate and buildings there on together with furniture, fixtures, equipment and inventory of the business. Accordingly, The Court sets aside to the Plaintiff a one half interest in said business and orders the Defendant to pay to Plaintiff the sum of Twenty-One Thousand eight hundred seventy two and 50/100 Dollars ((21,872.50) . It is further ordered that the Defendant may make payment to the Plaintiff of this amount within six months hereof or may within said period execute a promissory note in favor of the Plaintiff for said amount payable monthly over a period of 10 years together with lawful interest thereon in an amount equal to that legally chargeable on judgments pur-

suant to Maine statutes (T.14 M.R.S.A.) (1602)

10. Further, The Court orders the Defendant to pay to Plaintiff's Counsel the Sum of three thousand and 00/100 Dollars ($3,000) towards counsel fees, expenses and costs incurred on her behalf. Execution to issue forthwith to secure Payment thereof.

11. Counsel for Defendant shall be Respon sible for preparing and recoeding the decr- ee, of divorce or appropriate abstract and for payment of fees thereon pursuant to t. 19 M.R.S.A. 722 A.

Dated December 7, 1983 Thomas E. Delahanty
Justice Superior Court.

STATE OF MAINE SUPERIOR COURT

OXFORD,ss. CIVIL ACTION

DOCKET NO.CV-81-152

GRACE A.ST.HILAIRE
PLAINTIFF

vs. ORDER AMENDING DIVORCE JUDGMENT

CLEMENT A.ST.HILAIRE

Dated Aug 5, 1986.

This cause came on for hearing upon the Order of this Court Dated July 3,1986 Pursuant to the terms of that Order, the defendant was obligated to take certain affirmative action to market and sell the parties' marital residence. He has Failed to do so and is in contempt of that Order and The Divorce Judgment of December7, 1983.

I. Amended Judgment.

The Plaintiff is entitled to enforcement of the Judgment. It is therefore Ordered, Rdjudged and Decreed that the Divorce Judgment of December 7, 1983 is Amended by Stricking and Deleting Paragraph 8, (Page4and5) and Substituing.

8. The Principal residence owned by the parties and all real estate adjacent to and associated with said residence property is ordered sold in a commercially reasonable manner so as to bring the best possible price. Effective immediately Plaintiff shall have sole and exclusive right to use and possession of the marital residence property and all rights as may be necessary to market and sell the property.

The Defendant shall vacate said premises and remove all personal property and belonging from the residence on or before August 8,1986. If the Defendant fails to abide by this Order, A writ of Possession Shall issue directing the Sheriff of Oxford County or his authorized representative to remove the defendant and his property therefrom.

The Plaintiff is to be solely responsible for carrying out the sale of the premises in an expeditious fashion. after payment of any taxes, cost or fees associated with the sale, exclusive of any broker's fees or sheriff's fees upon a Writ of Possession, with fees shall be paid from the defendant's share of the proceeds, the net proceeds of said sale

are to be divided equally between the parties: however provided, that the minimum payment which shall be retained by the Plaintiff from the sale of said house is Twenty Four thousand and oo/oo Dollars (24,000).

Further costs and expenses for repairs, maintenance, upkeep and payment for charges of utilites, heat and taxes shall be paid by the defendant. If not paid by the date of the sale they shall be deducted from his share of the net proceeds.

Neither party shall suffer waste or damage to the premises. Neither party shall encumber the same in any manner without the expressed written consent of the other.

II Order of July 3, 1986

It is further Ordered, Adjudged and Decreed that the Order of this court dated July 3,1986 is amended in Part IV, (Judgment). paragraph C. by Deleting Subparagraphs 1,2,4,5,6,7 and 8,as they pertain to defendant's obligation to market and sell theproperty and to pay rent to plaintiff, Subparagraph 3, relating to a Judgment amount and Interest

Thereon shall remain in full force and effect.

III Counsel FEES

Pursuant to the Court's Order of July 3, 1986, Counsel for Plaintiff has submitted a Statement of Service rendered supported by affidavit. for the prosecution and conduct of the hearings held June 13 and July29, 1986, The Defendant shall pay to Plaintiff The Sum of 546.02 as counsel fees and expenses incurred and the Plaintiff shall have Judgment against Defendant in the Amount. Execution to Issue. The clerk shall incorporate this order into docket by reference.

So Ordered

Dated August 4, 1986 Thomas Delhanty II

Justice Superior Court

MAINE SUPREME JUDICIAL COURT

DECISION NO. 4458
Law Docket No. Oxf. 86-370

GRACE A.ST.HILAIRE
Plaintiff

vs.

Decided MAY 29,1987

CLEMENT A.ST.HILAIRE
Defendant

The Defendant, Clement A.St. Hilaire Appeals from an order of the Superior Court (Androscoggin County), Which amends a Previously entered Divorce Judgment by transferring the right to sell the paerties'marital home from the defendant to his Exwife, the Plaintiff, Grace St. Hilaire. The Defendant argues that by the Transferring the responsibility for sale of the house to the Plaintiff, the Court effected a substantive change in the Distribution of marital property. We disagree and affirm the Judgment.

I.

The parties were divorced pursuant to a Judgment entered by the Superior Court

On December 8,1983. Inthat Judgment,the Court ordered the Defendant to take primary responsibility for selling the marital home" in a comercially reasonable manner so as to bring the best possible price" The sale was to be made within two years of the divorce Judgment.

On May 20, 1986, the Plaintiff filed a "Motion for Contempt/for enforcement of Divorce Judgment" alleging, Inter alia , That the defendant had failed to take responsibility for selling the Marital home under the terms of the divorce judgment.

A hearing was held on the Plaintiff's Motion on June 13, 1986. In an order dated July 3, 1986, The Motion justice found that the defendant had "Willfully failed to market and sell the premises." The court ordered the defendant to take immediate steps to sell the marital home and to report back to the court at a hearing to be held July 29,1986.

The second hearing was held on July 29, as scheduled.

The Court subsequently entered its order amending the Divorce judgment to transfer responsibility for selling the marital home to the Plaintiff.

II.

We conclude that the Superior Court did not comit any error of Law in Transferring responsibility for selling the home to the Plaintiff. As the Plaintiff Points out: "The distribution of the net proceeds of the sale of the Real Estate under the Amended Judgment was EXACTLY the Same as under the ORIGINAL divorce Judgment. All the Superior Court did in its Amended DivorceJudgment was to change the responsibility for selling the House from the Appellant to the Appellee."

Although it would be an error of Law for the Superior Court to change the Distribution of marital property specified in the original divorce judgment, See; e.g. Wardwell v.Wardwell, 458 a2d 750 (Me. 1983).

That did not occur in this case. The Court /did not make any change in that distributi-/ on , but properly exercised its power to enforce its previous divorce decree. CF Fitzgerald v. Trueworthy, 476 A 2d 183 (Me. 1984) (provision of divorce judgment ordering sale of marital home imposed In Personam obligation to sell property without affecting transfer of Marital assets). the entry is

Judgment Affirmed.

QUITCLAIM DEED

Recorded
Book 1517 page179

KNOW ALL MEN BY THESE PRESENTS.

13362

That: I, Clement A.St.Hilaire, of Rumford, County of Oxford, State of Maine, am conveying my Half (½) ownership in a tenancy in common of two-thirds (2/3)
To: Emelda A.St.Hilaire, and one-third (1/3) of my half ownership,
To Timothy L St.Hilaire, (son)
In Consideration of no value.
Paid by Emelda A.St.Hilaire, of said Rumford, Maine, and Timothy L.St.Hilaire and whose mailing address is:
649 Crescent Avenue, Rumford, Maine.
The Receipt whereof I, do hereby acknow ledge, do hereby remise. Release, bargain, Sell and convey and forever quit claim unto the said:Emelda A St.Hilaire 2/3 owner my half ownership, and Timothy L. St.Hilaire, 1/3 owner of my half ownership, tenancy in common.

Heirs and assigns forever,
a certain lot or parcel of land and all buildings thereon, (My half interest, which was declaraed by the Law Court, in a decision made on May 29th,1987 in Decree, situated in Rumford,Oxford County, State of Maine, being lots number four hundred fifty-seven (457) and Four humdred fifty-eight (458) On plan of Virgina Terrace,Book Plan A Of Book 623 Page 86. of Book 392 Page 296.
To Have and To Hold the same, together with all the privileges and appurtenances there unto belonging to the said:
Emelda a.St Hilaire 2/3 owner of My half ownership (Mother of Clement St Hilaire) and Timothy L.St.Hilaire 1/3 owner of My Half ownership, (Son of Clement St.Hilaire)
Signed and Sealed
Wit
Bruce D. Lavoie

Clement A.St.Hilaire

Notary October 23, 1987

Lorraine Y. Bard
Notary Public

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. OXF.87-544

GRACE A.ST.HILAIRE
Plaintiff

vs. ORDER
DECISION 4795

CLEMENT A ST.HILAIRE
Defendant

Decided June 29, 1988.

Defendant Clement A.St.Hilaire Appeals from an order of the Superior Court. Oxford County, finding him in Contempt of court for wilfully interfering with attempts by his former wife, Grace A St.Hilaire, the Plaintiff, to sell the marital home and failure to pay previously assessed counsel fees. With a modification in the Superior Court order amending the prior divorce judgment between the parties, we affirm.

The parties were divorced in 1983 In 1986,The Superior Court amended the divorce judgment and transferred the responsibility for selling the parties

Marital home from defendant, a real estate broker, to Plaintiff because of defendant's wilful failure to market and sell the premises. See St.Hilaire v.St.Hilaire 526 A 2d 28,29, (Me. 1987) (St.Hilaire I). Subsequent to our opinion in St.Hilaire I, Plaintiff filed a further motion to have defendant held in contempt and to enforce the amended divorce judgment.

After a Hearing on the Motion, the Superior Court found defendant in contempt because he "wilfully interfered with Plaintiff's good faith efforts to market and sell the premises" and unjustifiably failed to pay counsel fees as previously ordered. The Superior Court futher amended the amended divorce judgment inter alia to prohibit defendant from entry upon the premises and gave to plaintiff"Exclusive right, without the consent of defendant, to accept or reject any offer for the purchase of the premises" The Court also assessed additional counsel fees against defendant. This

appeal by the defendant is from that order.

A review of the record leads us to reject defendant's challenges to the Superior Court's findings that he interfered with Plaintiff's attempts to sell the marital real estate. Defendant transfered his interest in the property to his son and mother ina conveyance the court found to be Fraudulent. In addition, defendant placed his own "For Sale" sign on the property and constantly asserted his right to Co-Broker the sale of the real estate, contrary to the Court 's previous order, causing the real estate agency hired by the Plaintiff under an exclusive listing agreement to suspend its efforts to sell the property. Those Factual findings are supported in the record, Harmon v. Emerson 425 A2d 978,982,(Me.1981) and since the previously amended judgment gave to Plaintiff

"Sole and exclusive right to use and possession of the marital residence.

1. The conveyance was voided by the Superior Court. Property and all rights as may be necessary to market and sell the property," and prohibited either party from encumbering the property, we find no error in the Court's determinstion that defendant action were violations of the Court's prior orders. Defendant's Claim that he was unaware of the balance due and because the court failed to demonatrate its authority to assess such fees is likewise without merit. Under the divorce judgment as previously amended the net proceeds from the sale of the real estate were to be equally divided between plaintiff and defendant, but with plaintiff to receive a minimun of $ 24,000.00) The Superior Court in numbered paragraph 7 of its appealed from order, granted to Plaintiff"the exclusive rights, without the consent of the defendant, to accept or reject any offer for

Page5 Continued June 29, 1988 Decree the purchase of the property".because we read that provision as being subject to an implied condition of reasonableness, we reject defendant's contention that it impermissibly amends the divorce judgment by allowing Plaintiff either to sell the property for an unreasonably low price or to refuse to sell the property for a reasonable price. The Superior Court, obviously focusing on defendant's many efforts to interfere with the sale of the marital home, was merely making clear that the authority to accept or reject an offer for property was vested in the Plaintiff alone, without the necessity of Defendant's approval. Implicit in the order is a condition that plaintiff reject any offer not reasonable, and that any reasonable offer for the property be accepted. Cf.11M.R.S.A. 2-305 (1964) See. also Restatement Second of Contracts

204 (1981) Other claims made by the Defendant are without merit and require no discussion.

The entry is: The Judgment of the superior dated November 23, 1987 is modified in that number paragraph 7, is amended to read as follows.

'7. the Plaintiff has the Exclusive right without the consent of the defendant to accept any reasonable offer or to reject any unreasonable offer for purchase of the premises."

As modified Judgment Affirmed.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO.OXF-92-391

CLEMENT A.ST.HILAIRE

vs. ORDER

GRACE A.ST.HILAIRE

Upon Appellant's "Motion for relief of a Judgment rule 60 (b) mistakes or excusable neglect: of Constitutional Law of personal Property Rights.

It is ORDERED that the Motion Be, and it hereby is, Denied.

Dated March 26, 1993

For the Court,

David Roberts
Associate Justice.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. CV.92-166

GRACE A. ST. HILAIRE
Plaintiff

vs. ORDER

CLEMENT A. ST. HILAIRE

Defendant

Upon Appellant's "Motion exceptions of allowance overruling of a demurrer", treated as a Motion for Reconsideration

It is ORDERED That the Motion be. and it hereby is, Denied.

Dated May 27, 1992.

David Roberts

Chief Justice.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO.OXF 92-391

CLEMENT A.ST.HILAIRE

vs. ORDER

GRACE A.ST.HILAIRE

Dated Mar 18,1993

Upon appellant's "Motion of protective order of discovery sought, evidence of rental oppressed, unjust use of power",

It is Ordered that the Motion be and it hereby is, Denied.

Dated March 18,1993

For the Court.

David L. Roberts
Associate Justice

STATE OF MAINE

SUPREME JUDICIAL COURT

P.O. BOX 368

James C. Chute
Clerk of the Law Court
Reporter of Decisions
Executive Clerk of the
SUPREME JUDICIAL COURT.

Area Code 207
telephone
822-4146

January 22,1993

CLEMENT A.ST.HILAIRE
1133 CENTER STREET
P.O.BOX 3163
AUBURN, MAINE 04212

vs.
GRACE ST.HILAIRE
Counsel ROBERT E.MULLEN ESQ.
P.O. BOX 190
AUBURN, MAINE 04210

RE: Clement A.St.Hilaire v. Grace St.Hilaire

Law Docket NO. Oxf. 92-391

Dear Counsel:

The record on appeal in the reference matter became complete on January 22,1993 following the filing of the original record and transcript.

THe Appellant brief and the appendix are due to be filed on or before March 4, 1993.

The Appellee's Brief is due to be filed with in 30 days after service of Appellant's Brief.

A Reply brief, which should be submitted in response to any new matter raised by Appellee's brief, is due to be filed by the Appellant within 14 days after service of Appellee's Brief.

Counsel are advise that the Court encourages the Appellant to file a Reply brief when appropriate.

Please comply with the requirement that Statutes be reproduced in the briefs, M.R.Civ.P. 75 A (d).

If Counsel adhere to the above briefing schedule, this case will be in order for oral argument at the May term. Requests for preferences in scheduling cannot be met unless made at lease 30 days in advance of the start of the term. The Term calender is ordinarily mailed to counsel about 3 weeks in advance of the term.

James C, Chute.
Clerk of the Law Court

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO. CV 81-152

GRACE ST.HILAIRE
Plaintiff

ORDER

v.

CLEMENT ST.HILAIRE
Defendant

The Court has reviewed defendant's Motion filed March 27, 1992. the Motions and supporting affidavit indicate that defendant received notice of the March 26 hearing, any suggestion that the clerk advised the defendant that the case would not be reached until March 27, is false. Court was not even scheduled in South Paris on March 27, 1992

It is Ordered:

1. Defendant's Motion for Contempt Filed March 27, 1992 is denied.

2. Defendant's Motion for a New Trial filed March 27, 1992 is Denied,

Dated April 6, 1992.

Donald G. Alexander.
Justice Superior Court.

STATE OF MAINE SUPREME JUDICIAL COURT

OXFORD, ss. SITTING AS THE LAW COURT

LAW DOCKET NO. CV.92-166

GRACE A.ST.HILAIRE
Plaintiff

ORDER

vs.

CLEMENT A.ST.HILAIRE
Defendant

Upon Motion of Appellee to Dismiss the Appeal,

It is Ordered that the Motion be, and it hereby is, Granted , The above named Appeal is hereby Dismissed as being interlocutory and premature.

Dated May 18, 1992.

For the Court

David Roberts

Associate Justice.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO.CV.81-152

GRACE A.ST.HILAIRE
Plaintiff

ORDER

vs.

CLEMENT A.ST.HILAIRE
Defendant

Dated Mar. 26 1992

After hearing, and based on the discussion on the record,

Ordered:

1. Defendants Motion of Contempt is dismissed with prejudice.

2. Defendants Motion for Subpoena dismissed.

3. Defendant Motion to dismiss is dismissed with prejudice

Dated March 26,1992

Donald G.Alexander
Justice Superior Court.

STATE OF MAINE SUPERIOR COURT

OXFORD,ss. CIVIL ACTION

DOCKET NO. CV81-152

Law docket OXF. 89-227

GRACE ST.HILAIRE
Plaintiff

vs. Hearing

CLEMENT ST.HILAIRE
Defendant

Before Honorable Thomas E.Delahanty III.

Justice of the Superior Court.

Androscoggin County Courthouse.

Auburn, Maine

May5,1989

Appearance

Plaintiff Robert E.Mullen

Defendant Pro-se

Clement St.Hilaire.

Court reporter Continued

Page 25.

Line 20,

Court Question: The funds that you received from the Rental, what did you do with these funds?

Grace Answer: I, have accounts, two accounts One escrow account with an escrow deposit and then the other account with the balance. I, haven't touched it

Page 26.

Other than taking out mony that is needed to take care of any little items that I, need to no the property and I, can account for that.

Line 4

Court Question: Can you address to the Court approximately how much you are getting a month for rental?

Grace Answer: $ 500.00 .

Court Question Are the renters paying any heat or have you paid the heat yourself?

Page 3 Court Reporter 1989 May 5,

Court Question; Line 9.

Grace Answer: Whereas---------

Line 22.

Court Question: Now you are receiving $ 500.00 a month; is that correct?

Grace Answer! Yes.

Court Question All right,are you, out of this $500.00 amonth,are you paying certain expenses?

Grace Answer Presently no. I,have Paid.

Court Question: What are you doing with the $500.00 a month?

Grace Answer: I am putting it in an account. I haven't paid taxes onit,I haven't touched it other than the fact-- because--I don't know if it belongs to me or belongs to him or it belongs to us. I don't know.So I haven't even paid taxes on it. It's just sitting there.

Court Question; All right. To extent that at such time as this property is

Page 27 Line 13

Court Statment Ordered:Sold, if there is a sum of money in this account, Let's call it an escrow account, are you willing or is it your intent that this money be divided as proceeds of the sale.

GRACE answer: Oh, sure.Ihave no problem with that.

Court Statement: All right, Thank you. You may proceed.

Open Court: Line 8 line10,

Grace Testify: However, since then, I could almost see it should be lower. The property has gone downhill. I mean definitely it's in need of a roof, it's in need of a new furnace, it's in need of paint. In this period of time it has depreciated.It would have been okay for a few years to sell it, it would have sold, there would have been no problem but since then all these things have come up but I would stand firm with the price that we have listed. 94.

Court Reporter of May 5,1989

Page 60.

Court Thomas Delahante III.

Court Statement

Lines 1to 10

Now, as far as Broker's Fees, Taxes, upkeep, and so forth, those are your responsibilities and they are to be deducted from your share of the proceeds in the sale and if you haven't paid the attorney's fees by the time that the matter is sold, he can deduct the attorney'f fees that have been previously ordered and I'm going to order Them.

STATE OF MAINE SUPERIOR COURT

OXFORD, ss. CIVIL ACTION

DOCKET NO. CV-81-152

GRACE A.ST.HILAIRE

vs.

CLEMENT A.ST.HILAIRE

Before

The Honorable Donald G.Alexander, Justice of the Superior Court, at Kennebec County Courthouse, Wednesday August 5, 1992.

Appearances:

Robert E. Mullen Esq
for the Plaintiff

Clement A.St.Hilaire

Appearing Pro-Se. COURT REPORTER.

This Matter came for hearing before the Honorable Donald G.Alexander, Justice of the Superior Court, at Kennebec County Courthouse, Wednesday, August 5,1992.

Court: Okay The next matter we have before the Court is Docket Number 81-152, oxford County, Grace St,Hilaire vs. Clement St.Hilaire. would the parties come forward at this time and -what we're before the court on today is essentially a continuation from the \pril 2nd Hearing or the April 2nd Order, Actually, which followed a previous hearing, where Mr.St. Hilaire, although noticed, failed to appear at the hearing. Mr.St. Hilaire had been a contempt finding was issued, based on the testimony presented, and we continued the matter to when Mr.St.Hilaire could be present or would choose to be present or was ordered to be present,precisely to appropriately determine how the contempt should be disposed of. The reco-

ord should reflect that we are not going to re-argue Today or represent today those matters which were presented in the previous hearing that Mr.St.Hilaire chose not to attend. The Issues today are what ought to happen with respect to contempt finding that was entered in Oxford County, Several Months ago Anything before we proceed with the hearing?

Clement St.Hilaire Defendant Appearing Pro-Se. Your Honor, could I make a gesture of the facts that remain? the county clerk had told me at the time my case would be the Last case in the agenda, and she said it would be the second day of the hearings, and that's why I misunderstood. In Fact, I appeared the next day at the courthouse to address the issue, in fact my son was with me at the time, and

Court: Mr.st.Hilaire, I, already found that was false.

Mr.St.Hilaire: That was false?

Court: That's right. The clerk would not have told you that because I, wasn't even scheduled to be in Oxford Countythe day you claim the hearing was scheduled for.

Mr.St.Hilaire: Well, it might be false.I'm sorry, your Honor, but this is what I understood, and she told me that in person. And I Wouldn't of done it the second day what was my purpose of going there the second day? I, mean, excuse me, your Honor, I'm just declaring the facts: that's all I'm doing The Alimony was paid to date, as of that date.

COURT: Mr. St.Hilaire We're not re-arguing You had a Chance to appear before.

Mr.St.Hilaire; Okay. Then it---

Court: The only issue I'm addressing today,

WAS HIS CONTEMPT SANCTION WITHOUT ANY HEARING.

NO: Due Process of Law no Testimoney, or Cross-Examination